

A G R E E M E N T

THIS AGREEMENT made and entered into this 7th
day of MARCH, 1986, by and between Montgomery County,
Maryland, (hereinafter referred to as the COUNTY), and the
Maryland-National Capital Park and Planning Commission (herein-
after referred to as the COMMISSION).

W I T N E S S E T H:

WHEREAS, the COMMISSION has, in past years, joined with
the COUNTY in the division of responsibilities for the main-
tenance of the Long Branch gymnasium and pool (hereinafter
referred to as the LONG BRANCH RECREATION FACILITY).

WHEREAS, the parties hereto desire to continue the division
of responsibilities for the maintenance of the LONG BRANCH
RECREATION FACILITY for a period beginning on January 1, 1986,
and continuing through December 31, 1990.

NOW, THEREFORE, in consideration of the mutual promise and
covenants contained herein, the COUNTY and the COMMISSION do
agree as follows:

ARTICLE I

The parties agree to divide the responsibilities for the
maintenance of the LONG BRANCH RECREATION FACILITY during the
term of this Agreement.

ARTICLE II

COUNTY RESPONSIBILITIES

The COUNTY agrees to assume the following maintenance
responsibilities:

- a. Maintain (including painting) the interior of the shower rooms, locker rooms, pool offices, and chlorinator and filter rooms
- b. Maintain the grounds within the pool's fence
- c. Maintain each outdoor pool (including painting) and their respective deck areas
- d. Maintain all pool equipment
- e. Supply custodial supplies for the pool's locker and shower rooms
- f. Maintain public liability insurance
- g. Provide custodial services for each pool, as well as each shower room and locker room
- h. Maintain the pool's perimeter chain link fencing
- i. Maintain all light fixtures found within the walls of each pool or light standards located around the pool deck
- J. Reimburse the Commission for water charges related to pool operation

ARTICLE III

COMMISSION RESPONSIBILITIES

The COMMISSION agrees to assume the following responsibilities:

- a. Maintain the exterior and roof of the entire building, including the bathhouse
- b. Maintain all parking lot facilities
- c. Maintain all grounds outside of the pool's fence
- d. Paint the exterior of the building, including the bathhouse

- e. Pay for all utilities and be reimbursed by the County for water charges related to the pool
- f. Maintain all mechanical systems except pool equipment located in the pool's chlorinator and filter rooms
- g. Maintain interior of gymnasium, including painting all walls, ceilings, and floors as needed
- h. Maintain building fire insurance including the bathhouse
- i. Provide custodial services for the gymnasium and adjoining recreation offices
- j. Provide custodial supplies for the gymnasium and adjoining recreation offices
- k. Maintain all parking lot lighting, as well as all lights found within the gymnasium, its offices, and all exterior building lights including the bathhouse

ARTICLE IV

Original Term - Performance under this Agreement shall commence on January 1, 1986 and terminate on December 31, 1990.

Option to Extend - Subject to the limitations contained in this Article IV, the COUNTY/COMMISSION shall have the option to extend the term of this agreement for a period of four (4) years and three hundred and sixty-four (364) days from the end of the original term by giving written notice to one another of their intentions to exercise such option six (6) months or more before the end of the original term.

All of the terms, conditions, and covenants provided in this Agreement shall apply during the aforementioned extended term unless otherwise changed in writing and approved by the COUNTY and the COMMISSION.

ARTICLE V

ASSIGNMENT AND SUBCONTRACTING

Neither this Agreement nor any interest therein nor claim thereunder shall be assigned or transferred by the COUNTY/COMMISSION except as expressly authorized in writing by the Chief Administrative Officer and Executive Director of the Maryland-National Capital Park and Planning Commission and no agreements shall be made by the COUNTY/COMMISSION with any other party for furnishing any of the work or services herein agreed upon without the written approval of the Chief Administrative Officer/Executive Director of the Maryland-National Capital Park and Planning Commission, but these provisions will not be taken as requiring the approval of contracts of employment between the COUNTY/COMMISSION and personnel assigned for services hereunder.

ARTICLE VI

CHANGES

The Chief Administrative Officer or his designee and the Executive Director of the Maryland-National Capital Park and Planning Commission may at any time request, in writing, changes within the general scope of this Agreement in division of responsibilities.

ARTICLE VII

NONDISCRIMINATION IN EMPLOYMENT

The COUNTY/COMMISSION agree to comply with the nondiscrimination in employment policies recited in Section 20-24 of the Montgomery County Code 1972, and as implemented by

Montgomery County Executive Regulation 9-75, dated April 3, 1975, which is incorporated herein and made a part hereof. Compliance with state or federal nondiscrimination provisions shall be deemed by the COUNTY to be substantial compliance hereunder.

ARTICLE VIII

INDEPENDENT CONTRACTOR

The COUNTY/COMMISSION shall perform under this Agreement as independent agencies but shall not be considered an agent of the other, nor shall any of the employees or agents of the COUNTY/COMMISSION be considered sub-agents.

ARTICLE IX

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any changes or additions hereto shall not become binding upon any party until reduced to writing and accepted by both parties and attached herto.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

ATTEST:

MONTGOMERY COUNTY, MARYLAND

Robert K. Kendal 3/28/86
ant Chief Administrative Officer

ATTEST:

MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION

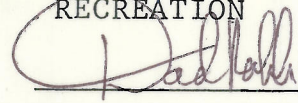
BY: Thomas H. Countee, Jr.
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY

K. Grisey
M-NCPPC Legal Department

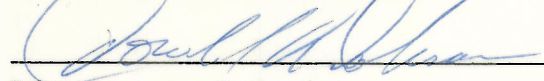
Date 2/21/86

MONTGOMERY COUNTY DEPARTMENT OF
RECREATION



Director of Recreation

MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION



Director of Parks